

**IN THE CIRCUIT COURT OF POCAHONTAS COUNTY, WEST VIRGINIA**

**MICHAEL OLJACA,  
PLAINTIFF,**

**VS.**

**CASE NO.  
JUDGE**

**WILLIAM WHITE WILLIAMS,  
NATIONAL ALLIANCE, NATIONAL VANGUARD BOOKS AND  
COSMOTHEIST COMMUNITY CHURCH,  
DEFENDANTS.**

**COMPLAINT**

Now comes the Plaintiff, Michael Oljaca, by counsel, Kristopher Faerber, for his complaint against the defendants and hereby alleges and avers upon information, knowledge and/or belief the following:

1. The Plaintiff, Michael Oljaca, at all times pertinent hereto, was a citizen and resident of Pocahontas County, West Virginia.
2. The defendant, William White Williams, a Tennessee resident, was at all times and acting for and on his own behalf or on behalf of defendants.
3. The defendant, National Alliance, a Virginia corporation, was at all times relevant hereto acting through and by its agents, servants and employees who were acting within the scope of their agency or employment.
4. The defendant, National Vanguard Books, a West Virginia corporation, was at all times relevant hereto acting through and by its agents, servants and employees who were acting within the scope of their agency or employment.
5. The defendant, Cosmotheist Community Church, was at all times relevant hereto acting through and by its agents, servants and employees who were acting within the scope of their agency or employment.

6. At all times relevant herein, defendant, William White Williams, was an agent servant and/or employee of defendant, National Alliance, and acting for and on his own behalf and on behalf of defendant, National Alliance, as an agent, servant and/or employee.

7. At all times relevant herein, defendant, William White Williams, was an agent servant and/or employee of defendant, National Vanguard Books, and acting for and on his own behalf and on behalf of defendant, National Vanguard Books, as an agent, servant and/or employee.

8. At all times relevant herein, defendant, William White Williams, was an agent servant and/or employee of defendant, Cosmotheist Community Church, and acting for and on his own behalf and on behalf of defendant, Cosmotheist Community Church, as an agent, servant and/or employee.

9. At all times complained herein, defendant William White Williams was an employee, agent and representative of the defendant, National Alliance, and as such employee, agent and representative, was conducting business of National Alliance.

10. At all times complained herein, defendant William White Williams was an employee, agent and representative of the defendant, National Vanguard Books, and as such employee, agent and representative, was conducting business of National Vanguard Books.

11. At all times complained herein, defendant William White Williams was an employee, agent and representative of the defendant, Cosmotheist Community Church, and as such employee, agent and representative, was conducting business of Cosmotheist Community Church.

12. The defendant, National Alliance, is liable to Mr. Oljaca for any and all acts of its employee, agent, and representative Williams pursuant to the legal doctrine of respondent superior.

13. The defendant, National Vanguard Books, is liable to Mr. Oljaca for any and all acts of its employee, agent, and representative Williams pursuant to the legal doctrine of respondent superior.

14. The defendant, Cosmotheist Community Church, is liable to Mr. Oljaca for any and all acts of its employee, agent, and representative Williams pursuant to the legal doctrine of respondent superior.

15. The defendants are liable to Mr. Oljaca jointly and severally for any violation of law outlined in this complaint.

16. All acts complained herein occurred within the jurisdiction of Pocahontas County, West Virginia.

17. Between the period of July 26, 2015, and December 21, 2015, Plaintiff Michael Oljaca, was an employee of National Alliance and William White Williams.

18. At all times complained herein, Plaintiff Michael Oljaca, resided in property owned by National Alliance.

19. Between the period of July 26, 2015 to present, the defendants intentionally inflicted severe emotional distress upon Mr. Oljaca by the use of threats, harassment, physical abuse, withholding pay, intimidation, and other acts.

20. Between the period of July 26, 2015, to present, the defendants negligently inflicted severe emotional distress upon Mr. Oljaca by the use of threats, harassment, physical abuse, withholding pay, intimidation, and other acts.

21. On or about December 21, 2015, defendants committed the tort of retaliatory eviction. The Defendants moved to evict Mr. Oljaca from his residence in retaliation for Mr. Oljaca providing truthful testimony in court proceedings, making truthful statements to law enforcement, and other retaliatory reasons in violation of law and public policy.

22. On or about December 21, 2015, defendants committed the tort of retaliatory discharge in violation of the public policy exception to the employment at will doctrine and the open courts provision of the West Virginia Constitution. Mr. Oljaca was discharged from his employment in retaliation for providing truthful testimony in court proceedings, making truthful statements to law enforcement, and other retaliatory reasons in violation of law and public policy.

23. The defendants violated the Wage Payment and Collections Act, West Virginia Code §§ 25-5-1 et seq. The defendants failed to pay Mr. Oljaca wages due in a timely manner as required by law.

24. On or about September 30, 2015, defendants committed the tort of battery. Defendant Williams intentionally and unlawfully struck the plaintiff, Michael Oljaca, with his hands causing bodily harm to Mr. Oljaca.

25. On or about September 30, 2015, defendants committed the tort of assault. Defendants through use of threats, physical intimidation and other acts placed Mr. Oljaca in fear of imminent bodily harm.

26. On or about December 15, 2015, defendants committed the tort of battery. Defendant Williams intentionally and unlawfully struck the plaintiff, Michael Oljaca, with his hands causing bodily harm to Mr. Oljaca.



27. On or about December 15, 2015, defendants committed the tort of assault.

Defendants through use of threats, physical intimidation and other acts placed Mr. Oljaca in fear of imminent bodily harm.

28. Between the period of July 26, 2015 and December 21, 2015, the defendants' acts and omissions caused annoyance and inconvenience to the Mr. Oljaca.

29. That at all times relevant hereto Plaintiff, Michael Oljaca, conducted himself in a lawful, reasonable manner and did no act or omission to cause or contribute to said claims.


30. That as a direct and proximate result of defendants and each of their intentional, negligent, careless, reckless acts and omissions Plaintiff, Michael Oljaca, sustained, and will or may sustain in the future the following damages:

- a. Plaintiff, Michael Oljaca, received both temporary and permanent injuries to his body; and
- b. Plaintiff, Michael Oljaca, suffered and will or may suffer in the future physical pain and suffering and mental anguish/emotional distress; and
- c. Plaintiff, Michael Oljaca, suffered and will or may suffer in the future mental anguish and severe emotional distress; and
- d. Plaintiff, Michael Oljaca, has lost and will or may in the future lose enjoyment of life; and
- e. Plaintiff, Michael Oljaca, has lost and will or may in the future lose wages and employment opportunities; and
- f. Plaintiff, Michael Oljaca, has lost and will or may in the future lose the reasonable enjoyment of housing; and

- g. Plaintiff, Michael Oljaca, is entitled to punitive damages as all violations of the law committed by the defendants were done intentionally, maliciously, recklessly or with outrageous criminal indifference to the health, safety and welfare of others; and
- h. Plaintiff, Michael Oljaca, has suffered significant financial damages in his defense of the retaliatory eviction.
- i. Plaintiff, Michael Oljaca, has been otherwise damaged all in an amount to be determined by a jury.

WHEREFORE, the Plaintiff demands judgment of and from each defendant, jointly and severally, for compensatory and punitive damages in an amount to be determined by a jury; a trial by jury; the costs and disbursements of this action; pre-judgment and post-judgment interest; attorney fees and costs; and such other future and general relief as the court deems just and fair.

*Michael Oljaca,*  
By Counsel



---

Kristopher Faerber, WVSB# 9961  
Post Office Box 862, Lewisburg, WV 24901  
304.646.5988 tel 800.267.7108 fax  
*Counsel for Michael Oljaca*

**CIRCUIT/FAMILY COURT**  
POCAHONTAS COUNTY, W.VA.

Filed in this office this the 28th day  
of March, 2016  
Connie A. Carr, Clerk

*By: Cindy D. Beverage, Deputy*